

TO:VINDRA RICHTER C/O WEIL GOTSHAL COMPANY:757 FIFTH AVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**09/10/2010
 900171387**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asurion Corporation		08/10/2010	CORPORATION; DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A. (successor to Merrill Lynch Capital Corporation) as collateral agent for the secured parties
Street Address:	101 South Tryon Street
City:	Charlotte,
State/Country:	NORTH CAROLINA
Postal Code:	29255
Entity Type:	Bank: <i>United States</i>

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77922874	MOBILE RECOVERY
Serial Number:	85022123	MOBILEPROTECT
Serial Number:	77786355	SMART CONTACTS

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-4559
Email: vindra.richter@weil.com
Correspondent Name: Vindra Richter c/o WEIL GOTSHAL
Address Line 1: 757 Fifth Ave
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	18315/5 ASG/ L.SPIVEY/ VR
NAME OF SUBMITTER:	Vindra Richter

700446051

**TRADEMARK
 REEL: 004278 FRAME: 0476**

CH S90.00 77922874

TO:VINDRA RICHTER C/O WEIL GOTSHAL COMPANY:757 FIFTH AVE

Signature:	/vindra richter/
Date:	09/10/2010
Total Attachments: 5 source=Supplement to the Second Lien Trademark Security Agreement#page1.tif source=Supplement to the Second Lien Trademark Security Agreement#page2.tif source=Supplement to the Second Lien Trademark Security Agreement#page3.tif source=Supplement to the Second Lien Trademark Security Agreement#page4.tif source=Supplement to the Second Lien Trademark Security Agreement#page5.tif	

TO: VINDRA RICHTER C/O WEIL GOTSHAL COMPANY: 757 FIFTH AVE

SUPPLEMENT TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT

SUPPLEMENT TO THE SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2010 (this "Supplement"), among Asurion Corporation ("Grantor") and BANK OF AMERICA, N.A. (successor to Merrill Lynch Capital Corporation), as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of July 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Lonestar Acquisition Corp., a Delaware corporation ("Merger Sub"), to be merged with and into Asurion Corporation (the "Company"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of July 3, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Sections 3.02(b) and 3.06 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Supplement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Trademark; and

(e) all proceeds of and rights associated with the foregoing.

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SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplement by signing and delivering one or more counterparts.

SECTION 5. *Governing Law.* This Supplement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

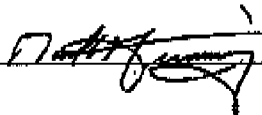
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TO:VINDRA RICHTER C/O WEIL GOTSHAL COMPANY:757 FIFTH AVE

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

ASURION CORPORATION

By:
Name:
Title:



MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By:
Name:
Title:

TO:VINDRA RICHTER C/O WEIL GOTSHAL COMPANY:757 FIFTH AVE

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement as of the day and year first above written.

ASURION CORPORATION

By: _____
Name:
Title:

BANK OF AMERICA, N.A.
as Collateral Agent

By: Mollie S. Canopy
Name: MOLLIE S. CANOPY
Title: VICE PRESIDENT

TO: VINDRA RICHTER C/O WEIL GOTSHAL COMPANY: 757 FIFTH AVE

Schedule I

Trademark Registrations

N/A

Schedule II**Trademark Applications**

<u>Registered Owner</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Date Filed</u>
Asurion Corporation	Mobile Recovery	77922874	January 28, 2010
Asurion Corporation	MobileProtect	85022123	April 29, 2010
Asurion Corporation	Smart Contacts	77766355	June 23, 2009